

**BOARD OF COUNTY COMMISSIONERS**  
**Agenda Item Summary**

**Meeting Date**      April 16, 2003      **Division**      **County Attorney**

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**AGENDA ITEM WORDING**

Request for approval of Interlocal Agreement with City of Key West and the Sheriff's Office to provide school cross guards.

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**ITEM BACKGROUND**

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**PREVIOUS RELEVANT BOCC ACTION**

On September 18, 2002 adopted Ordinance No. 22-2002, which provided for a surcharge on parking fines to fund a School Crossing Guard Program.

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**CONTRACT/AGREEMENT CHANGES**

N/A

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**STAFF RECOMMENDATIONS**

Approval.

TOTAL COST  
COST TO COUNTY

BUDGETED    Yes    No  
SOURCE OF FUNDS

**APPROVED BY:**    County Attorney ☒    OMB/Purchasing ☐    Risk Management ☐

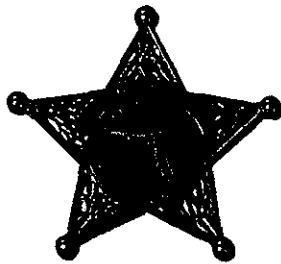
**DIVISION DIRECTOR APPROVAL:**

  
J. R. COLLINS

**DOCUMENTATION:**    Included ☐    To Follow ☐    Not Required ☐

**AGENDA ITEM #** 199

# Sheriff



Monroe County Sheriff's Office

Richard D. Roth, Sheriff

5525 College Road

Key West, Florida 33040

(305) 292-7000 FAX: (305) 292-7070 1-800-273-COPS

[www.keysso.net](http://www.keysso.net)

Communications:

2796 Overseas Hwy.  
Marathon, Fl. 33050  
(305) 292-7075  
FAX (305) 289-2493

Ms. Cheryl Smith, City Clerk  
P.O. Box 1409  
Key West, Florida 33041-1409

Substations:

Freeman Substation  
20950 Overseas Hwy.  
Cudjoe Key, Fl. 33042  
(305) 745-3184  
FAX (305) 745-3761

Re: School Crossing Guards – Interlocal Agreement

Dear Ms. Smith:

Thank you for your letter of January 29, 2003, with Resolution No. 03-22 and revised interlocal agreement.

I am forwarding the documents to the County Attorney's Office for legal review on behalf of the County and will be contacting Mr. Tschinkel.

Marathon Substation  
3103 Overseas Hwy.  
Marathon, Fl. 33050  
(305) 289-2430  
FAX (305) 289-2497

Islamorada Substation  
87000 Overseas Hwy.  
Islamorada, Fl. 33036  
(305) 853-7021  
FAX (305) 853-9372

Sincerely,

Mark L. Willis  
General Counsel

Spottswood Substation  
88770 Overseas Hwy.  
Tavernier, Fl. 33070  
(305) 853-3211  
FAX (305) 853-3205

cc: Sheriff Richard D. Roth  
Mike Rice, Chief of Administration

Detention Centers:

Key West Det. Center  
5501 College Road  
Key West, Fl. 33040  
(305) 293-7300  
FAX (305) 293-7353

Marathon Det. Facility  
3881 Ocean Terrace  
Marathon, Fl. 33050  
(305) 289-2420  
FAX (305) 289-2424

Plantation Det. Facility  
53 High Point Road  
Plantation Key, Fl. 33070  
(305) 853-3266  
FAX (305) 853-3270

Special Operations

P.O. Box 500975  
Marathon, Fl. 33050  
(305) 289-2410  
FAX (305) 289-2498

RECEIVED FEB 14 2003  
CAY



RESOLUTION NO. 03-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED INTERLOCAL AGREEMENT AMONG THE CITY, MONROE COUNTY AND THE MONROE COUNTY SHERIFF'S OFFICE FOR ADMINISTRATION OF THE SCHOOL CROSSING GUARD PROGRAM; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Interlocal Agreement among the City, Monroe County and the Monroe County Sheriff's Office is hereby approved.

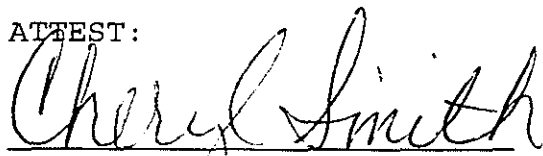
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 7 day of January, 2003.

Authenticated by the presiding officer and Clerk of the Commission on January 10, 2003.

Filed with the Clerk January 10, 2003.

ATTEST:

  
CHERYL SMITH, CITY CLERK

  
JIMMY WEEKLEY, MAYOR

## **INTERLOCAL AGREEMENT**

This Interlocal Agreement is entered into by and between the City of Key West (hereinafter the "City"), the Monroe County Board of County Commissioners (hereinafter "Monroe County") and the Monroe County Sheriff's Department (hereinafter the "Sheriff") on this \_\_\_\_ day of \_\_\_\_\_, 2003.

WHEREAS, the parties may enter into an Interlocal Agreement pursuant to section 163.01, Florida Statutes; and

WHEREAS, the City is responsible to provide school crossing guards to schools located within the boundaries of Key West; and

WHEREAS, the Sheriff has been providing school crossing guards to City schools and Monroe County has been providing funding for them; and

WHEREAS, Monroe County has notified the City that as of January 2003, the County will no longer provide such funding, and the City Commission has determined to authorize funding by use of a parking ticket surcharge; and

WHEREAS, the City Commission desires, however, that the Sheriff retain management of the crossing guard program, including personnel management; and

WHEREAS, the parties desire to enter into an Interlocal Agreement in order to establish the terms and conditions of the Sheriff's management of City crossing guards.

NOW, THEREFORE, the parties to this Interlocal Agreement agree as follows:

- 1) The Sheriff shall operate the school crossing guard program within Key West with an anticipated personnel budget as described in the attached Exhibit "A."
- 2) The City shall have no obligation concerning the payment of salary, pension, insurance, workers compensation or other benefits for the crossing guards. The crossing guards are not agents of the City and have no authority to make representations or policy on behalf of the City.
- 3) The City shall pay the Sheriff for management of the school crossing guard program by making payment to the Monroe County Clerk's Office. The City's payment shall be on a monthly basis. In FY 2002-03, the City's payments shall commence on January 1, 2003, as more particularly described in Exhibit "A."
- 4) Monroe County shall budget and fund the Sheriff in the amount paid by the City, as provided in Paragraph 3 hereof.
- 5) Each party to this Agreement shall promptly inform the other party about any legal claim, notice of suit, or lawsuit involving the crossing guard program. The parties agree to coordinate the defense of such claims.

6) The Sheriff will absorb the costs of administration of the crossing guard program in its annual budgets.

7) This Interlocal Agreement maybe terminated by the City or the Sheriff upon written notice to the other parties. If the Sheriff determines to terminate its obligations hereunder, it shall provide the City with a one-year notice in order to allow the City the opportunity to develop a successor crossing guard program.

8) This Interlocal Agreement shall become effective upon its recording with the Clerk of the Circuit Court in the Sixteenth Judicial Circuit.

IN WITNESS WHEREOF, the parties have made their agreement on the date first written above.

ATTEST:

Cheryl Smith  
City Clerk

CITY OF KEY WEST

Jimmy Weekley  
Jimmy Weekley, Mayor

ATTEST:

MONROE COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Richard D. Roth, Sheriff

ATTEST:

MONROE COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Dixie Spehar, Mayor

**MONROE COUNTY SHERIFF'S OFFICE  
KEY WEST CROSSING GUARD BUDGET\*  
FY 2002/2003**

SALARIES (17 positions)	165,724
FICA	12,678
RETIREMENT**	12,098
TOTAL***	190,500

\* These figures represent the cost for 17 crossing guards from January 1, 2003 through September 30, 2003. The County Commission funded the first three months of this fiscal year to allow time for a transition.

\*\* 7.3% of salary contributed toward retirement.

\*\*\* The annualized cost for this service would be \$254,000.

EXHIBIT "A"